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19 **Attorneys for Defendants The Home Depot, Inc. and Home  
20 Depot U.S.A., Inc.**

21 UNITED STATES DISTRICT COURT  
22 DISTRICT COURT OF NEVADA

23 DANIEL REYES, RODOLFO CORTES,  
24 ARMANDO LEALS PEREZ, APOLINER  
25 JUAREZ ALBINO, AND JOEL MONGE,  
26 INDIVIDUALLY AND ON BEHALF OF ALL  
27 OTHERS SIMILARLY SITUATED,

28 Plaintiffs,

v.

COVER-ALL INC., THE HOME DEPOT,  
INC., AND HOME DEPOT U.S.A., INC.,

Defendants.

CASE NO. CV-S-07-0148 RCJ (PAL)

**ORDER**

**RE: SETTLEMENT AND  
DISMISSAL OF CASE WITH  
PREJUDICE**

Plaintiffs Daniel Reyes and Rodolfo Cortes ("plaintiffs") and defendant The Home Depot, Inc. and Home Depot U.S.A., Inc., ("defendants") through their respective counsel, hereby

1 stipulate and agree that:  
2  
3

4           1. In addition to defendants The Home Depot, Inc. and Home Depot U.S.A., Inc.,  
5 the defendant Cover-All, Inc. has appeared in this case but for unknown reasons has declined to  
6 enter into this Stipulation, which provides for the termination, with prejudice, of this entire action  
7 against Cover-All, Inc. and all defendants and imposes no legal obligations of any nature  
8 whatsoever on defendant Cover-All, Inc., which will also be released from any liability to the  
9 plaintiffs pursuant to the private confidential settlement agreement entered into between the  
10 plaintiffs and the defendants The Home Depot, Inc. and Home Depot U.S.A., Inc.  
11  
12

13           2. The parties' settlement agreement does not involve the settlement of any  
14 class claims pursuant to Federal Rule of Civil Procedure 23.  
15

16           3. Defendant Cover-All had previously filed a voluntary petition for  
17 bankruptcy protection in the United States Bankruptcy Court for the Central District of  
18 California, Docket 09-bk10011, on January 2, 2009 under Chapter 11 of the United States  
19 Bankruptcy Code. On December 14, 2010 that petition was dismissed without any discharge of  
20 such defendant's debts being secured from the bankruptcy court. Defendant Cover-All has not  
21 filed any subsequent petition for bankruptcy protection and is believed to have ceased doing  
22 business and to have no assets. By Order of this Court of February 23, 2012 (Docket #215)  
23 defendant Cover-All's counsel was relieved in this matter at its request (pursuant to the motion at  
24 Docket #214) and defendant Cover-All has not subsequently appeared by substitute counsel. No  
25 counter-claims have been made by Cover-All.  
26

27           4. In view of the foregoing, it is appropriate for this action to be dismissed in  
28 its entirety. This case shall be DISMISSED WITH PREJUDICE pursuant to Federal Rule of

1 Civil Procedure 41(a) (2) and without any award of fees or costs.

2  
3 Dated: May 29, 2012

MARK R. THIERMAN  
THIERMAN LAW FIRM

4  
5 LEON GREENBERG  
LEON GREENBERG PROFESSIONAL  
6 CORPORATION

7  
8 By:



Leon Greenberg

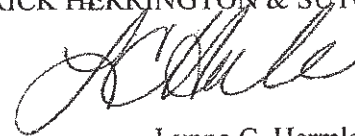
Attorneys for Plaintiffs

DANIEL REYES and RODOLFO CORTES

9  
10 Dated: May 29, 2012

LYNNE C. HERMLE  
ORRICK HERRINGTON & SUTCLIFFE LLP

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13 By:

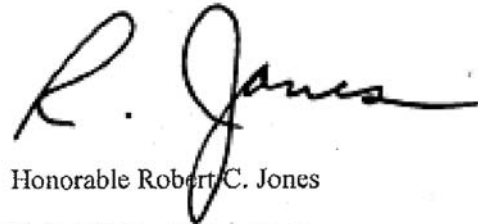


Lynne C. Hermle

Attorneys for Defendants

14 THE HOME DEPOT, INC. and HOME DEPOT,  
15 U.S.A. INC.

16 IT IS SO ORDERED:

17  
18 

Honorable Robert C. Jones

20 United States District Judge

21 Dated: This 1st day of June, 2012.